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7 Department of Toxic Substances Control

8
9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11
12 **STATE OF CALIFORNIA**
13 **DEPARTMENT OF TOXIC**
SUBSTANCES CONTROL,

14 Plaintiff,

15 v.

16 ALPHA THERAPEUTIC
CORPORATION; AOC, LLC;
17 CAMBRO MANUFACTURING
COMPANY; CATALINA YACHTS,
18 INC.; GLASTEEL OF TENNESSEE
INC.; GRUBER SYSTEMS, INC.;
19 HARRINGTON INDUSTRIAL
PLASTICS, LLC; HYDRO SYSTEMS,
20 INC.; JBI LLC; PARK
INTERNATIONAL CORPORATION;
21 RESINART CORPORATION;
SEMTECH CORPORATION;
22 SILVESTRI STUDIO, INC.; TE
CONNECTIVITY CORPORATION;
23 THREE BOND INTERNATIONAL,
INC.; UNITRODE CORPORATION;
24 and WATKINS MANUFACTURING
CORPORATION

25
26 Defendants.
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CASE NO. CV-17-785-R-RAO

CONSENT DECREE BETWEEN
DTSC AND ALPHA THERAPEUTIC
CORPORATION; AOC, LLC;
CAMBRO MANUFACTURING
COMPANY; CATALINA YACHTS,
INC.; GRUBER SYSTEMS, INC.;
HARRINGTON INDUSTRIAL
PLASTICS, LLC; HYDRO SYSTEMS,
INC.; JBI LLC; PARK
INTERNATIONAL CORPORATION;
RESINART CORPORATION;
SILVESTRI STUDIO, INC.; TE
CONNECTIVITY CORPORATION;
THREE BOND INTERNATIONAL,
INC., and WATKINS
MANUFACTURING CORPORATION

1 **I. INTRODUCTION**

2 1. Concurrently with the lodging of this Consent Decree, Plaintiff, the State
3 of California Department of Toxic Substances Control (“DTSC”) is filing the
4 complaint (“Complaint”) in this matter pursuant to the Comprehensive
5 Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-
6 9675 (“CERCLA”). In the Complaint, DTSC seeks to recover under CERCLA
7 section 107(a), 42 U.S.C. § 9607(a), costs it incurred responding to releases and/or
8 threatened releases of hazardous substances at or from the former Davis Chemical
9 Company located at 1550 North Bonnie Beach Place, Los Angeles, California,
10 identified by Los Angeles County Assessor’s Parcel Number 5224-026-005 (the
11 “Site”).

12 2. In the Complaint, DTSC alleges, in relevant part, the following:

- 13 a. The Site is located in the City of Los Angeles.
- 14 b. From approximately 1953 to 1990, Davis Chemical Company
15 operated a solvent recycling facility at the Site, which recycled acetone and
16 to a lesser extent chlorinated solvents.
- 17 c. Each of the Settling Defendants, which are the entities
18 identified in Exhibit A to this Consent Decree, sent hazardous substances to
19 be recycled at the Site by the Davis Chemical Company.
- 20 d. In 1997, Davis Chemical Company conducted a site
21 investigation that identified the presence of 1,1,2-trichloroethane (“TCE”),
22 perchloroethene (“PCE”), and 1,1,2,2-tetrachloroethane in the soil at the Site.
- 23 e. On December 18, 2002, DTSC issued an Imminent and
24 Substantial Endangerment Determination and Remedial Action Order (the
25 “2002 Consent Order”), which included findings that hazardous substances
26 had been released and were present in the soil at the Site in sufficient
27 concentrations to pose a substantial danger to public health and the
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1 environment and further that there was a potential threat of groundwater
2 contamination from those releases. The 2002 Consent Order directed the
3 respondents thereto to prepare a Remedial Investigation and Feasibility Study
4 and a Remedial Action Plan (the “RAP”) for the Site. All but one of the
5 Settling Defendants was a respondent in the 2002 Consent Order.

6 f. In 2009, DTSC determined that the work required by the 2002
7 Consent Order was complete.

8 g. In 2009, DTSC issued an Imminent and Substantial
9 Endangerment Determination and Remedial Action Order (the “2009 RAO”)
10 requiring certain responsible parties to implement the RAP, including
11 excavation and treatment of contaminated soils, and installation of the soil
12 vapor extraction system. The respondents did not comply with the RAO. In
13 November, 2009, DTSC issued a Final Determination of Noncompliance
14 with the 2009 RAO. One of the Settling Defendants was named as a
15 respondent in the 2009 RAO.

16 h. Between 2010 and 2015, DTSC implemented the RAP
17 prepared by the respondents to the 2002 Consent Order.

18 3. DTSC took response actions necessary to remove and remedy the
19 hazardous substances released and/or threatened to be released at and from the Site.
20 DTSC’s response actions included, but were not limited to, the following activities:
21 additional investigations of contamination at the Site; implementation of the RAP;
22 enforcement/cost recovery activities; public participation; and compliance with the
23 California Environmental Quality Act. DTSC’s response actions were not
24 inconsistent with the National Contingency Plan, 40 C.F.R. Part 300.

25 4. As of April 2016, DTSC’s unreimbursed Response Costs related to the
26 Site are approximately \$2.1 million.
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1 5. DTSC and Settling Defendants (collectively, the “Parties”) agree, and
2 this Court, by entering this Consent Decree, finds, that this Consent Decree has
3 been negotiated by the Parties in good faith, settlement of this matter will avoid
4 expensive, prolonged and complicated litigation between the Parties, and this
5 Consent Decree is fair, reasonable, in the public interest and consistent with the
6 purpose of CERCLA.

7 **THEREFORE**, the Court, with the consent of the Parties to this
8 Consent Decree, hereby **ORDERS, ADJUDGES, AND DECREES**, as follows:

9 **II. JURISDICTION**

10 6. The Court has subject matter jurisdiction over the matters alleged in this
11 action pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1367(a) and CERCLA, section
12 113(b), 42 U.S.C. § 9613(b), and personal jurisdiction over each of the Parties.
13 Venue is appropriate in this district pursuant to 28 U.S.C. § 1391(b) and CERCLA
14 section 113(b), 42 U.S.C. § 9613(b). Solely for the purposes of this Consent
15 Decree and the underlying complaint, Settling Defendants waive all objections and
16 defenses that Settling Defendants may have to the jurisdiction of the Court or to
17 venue in this district. Settling Defendants shall not challenge the terms of this
18 Consent Decree or this Court’s jurisdiction to enter and enforce this Consent
19 Decree.

20 7. The Court shall retain jurisdiction over this matter for the purpose of
21 interpreting and enforcing the terms of this Consent Decree if necessary.

22 **III. SETTLEMENT OF DISPUTED CLAIMS**

23 8. Subject to the reservations of rights in Section VII, this Consent Decree
24 resolves all of DTSC’s claims against Settling Defendants in the above-captioned
25 action. DTSC agrees to resolve Settling Defendants’ liability in this action in
26 exchange for consideration from Settling Defendants, including payment by
27 Settling Defendants to reimburse a portion of DTSC’s Response Costs incurred at
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1 or in connection with releases and/or threatened releases of hazardous substances at
2 and/or from the Site.

3 9. Nothing in this Consent Decree shall be construed as an admission by
4 Settling Defendants of any issue of law or fact or of any violation of law. Except as
5 otherwise provided by this Consent Decree, this Consent Decree shall not prejudice,
6 waive or impair any right, remedy or defense that Settling Defendants may have in
7 any other or further legal proceeding.

8 10. Settling Defendants consent to, and shall not challenge entry of this
9 Consent Decree or this Court's jurisdiction to enter and enforce this Consent
10 Decree.

11 11. Upon approval and entry of this Consent Decree by the Court, this
12 Consent Decree shall constitute a final judgment between and among the Parties.

13 **IV. DEFINITIONS**

14 12. Unless otherwise expressly provided herein, terms used in this Consent
15 Decree that are defined in CERCLA, or in regulations promulgated under CERCLA
16 shall have the meaning assigned to them therein. Whenever terms listed below are
17 used in this Consent Decree, the definitions below shall apply.

18 13. "Day" shall mean shall mean a calendar day . In computing any period of
19 time under this Consent Decree, where the last day would fall on a Saturday,
20 Sunday, or federal or State holiday, the period shall run until the close of business
21 of the next Day.

22 14. "DTSC" shall mean the State of California Department of Toxic
23 Substances Control, and its predecessors and successors. DTSC is a public agency
24 of the State of California organized and existing under and pursuant to California
25 Health and Safety Code §§ 58000-18. Under California law, DTSC is the state
26 agency responsible for determining whether there has been a release and/or
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1 threatened release of hazardous substances into the environment, and for
2 determining the actions to be taken in response thereto.

3 15. "Effective Date" shall mean the date the Court enters an Order approving
4 this Consent Decree.

5 16. "Parties" shall mean DTSC and Settling Defendants.

6 17. "Related Persons" shall mean those individuals and entities identified in
7 Exhibit A to this Consent Decree as either corporate affiliates of a named Settling
8 Defendant or individuals related to a named Settling Defendant.

9 18. "Response Costs" shall mean all costs of "removal", "remedial action",
10 or "response" (as those terms are defined by section 101 of CERCLA, 42 U.S.C.
11 § 9601), related to the release and/or threatened release of hazardous substances at,
12 beneath, and/or from the Site, including in the soils and groundwater.

13 19. "Settling Defendants" shall mean the entities identified as such in Exhibit
14 A to this Consent Decree.

15 20. "Site" shall mean the property located at 1550 North Bonnie Beach
16 Place, Los Angeles, California, in the County of Los Angeles, California, identified
17 by Los Angeles County Assessor's Parcel Number 5224-026-005. For purposes of
18 this Consent Decree, the Site includes anywhere that hazardous substances released
19 at the Site have come to be located.

20 **V. SETTLING DEFENDANTS' OBLIGATIONS**

21 21. Settling Defendants or their designee shall pay DTSC \$120,000 within
22 thirty (30) Days of the Effective Date.

23 22. The payment specified in Paragraph 21 shall be made by certified or
24 cashier's check(s) made payable to Cashier, California Department of Toxic
25 Substances Control, and shall bear on its face both the docket number of this
26 proceeding and the phrase "Site Code 300432." On request, DTSC will provide
27 instructions for payment by electronic funds transfer.
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1 The payment shall be sent to:

2
3 Cashier
4 Accounting Office, MS-21A
5 Department of Toxic Substances Control
6 1001 I Street
7 P.O. Box 806
8 Sacramento, CA 95812-0806

9 A copy of the check shall be mailed to:

10 Robert Sullivan, Attorney
11 California Department of Toxic Substances Control
12 Office of Legal Counsel, MS-23A
13 1001 I Street
14 P.O. Box 806
15 Sacramento, CA 95812-0806

16 Or e-mailed to Robert.Sullivan@dtsc.ca.gov in .pdf or .jpg format.

17 23. This Consent Decree is conditioned upon full execution of the Settling
18 Defendants obligations in Paragraphs 21 through 22. If these conditions are not
19 met, then this Consent Decree, including the covenant not to sue in Section VI,
20 shall be voidable at the discretion of DTSC, and DTSC may proceed to litigate the
21 Complaint against Settling Defendants.

22 **VI. COVENANT NOT TO SUE BY DTSC**

23 24. Except as expressly provided in Section VIII (DTSC's Reservation of
24 Rights) of this Consent Decree, DTSC covenants not to sue Settling Defendants or
25 Related Persons pursuant to CERCLA or the California Hazardous Substances
26 Account Act, Cal. Health & Safety Code section sections 25300-25395.3 to: (a)
27 recover DTSC's Response Costs related to the Site, including response costs
28 associated with groundwater remediation relating to any hazardous substances
released at the Site; or (b) require Settling Defendants or Related Persons to
conduct response actions, including removal or remedial actions, related to the
release and/or threatened release of hazardous substances at or from the Site,
including the soil and groundwater. This Covenant Not to Sue is conditioned upon

1 the complete and satisfactory performance by Settling Defendants of all their
2 obligations under this Consent Decree.

3 **VII. DTSC'S RESERVATION OF RIGHTS**

4 25. Claims Regarding Other Matters. DTSC reserves, and this Consent
5 Decree is without prejudice to, all rights against Settling Defendants and Related
6 Persons with respect to all matters not expressly included within DTSC's Covenant
7 Not to Sue (Section VI).

8 26. Reservation of Claims. DTSC reserves, and this Consent Decree is
9 without prejudice to, all rights against Settling Defendants with respect to the
10 following matters:

11 a. Failure of Settling Defendants to meet the requirements of this
12 Consent Decree;

13 b. Damage to natural resources, as defined in CERCLA section
14 101(6), 42 U.S.C. § 9601(6), including all costs incurred by any natural
15 resources trustees;

16 c. Liability resulting from Settling Defendants' introduction of
17 any hazardous substance, pollutant, or contaminant to the Site after the
18 Effective Date;

19 d. Liability resulting from overt acts by Settling Defendants after
20 the Effective Date that cause the exacerbation of the hazardous substance
21 conditions existing at or from the Site;

22 e. Liability based on the ownership or operation of the Site by
23 Settling Defendants when such ownership or operation commences after the
24 Effective Date;

25 f. Claims based on liability arising from the past, present, or
26 future disposal of hazardous substances at sites or locations other than the
27 Site; and
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1 g. Claims based on criminal liability.

2 27. Government Authority. Except as expressly provided in the Consent
3 Decree, nothing in the Consent Decree is intended nor shall it be construed to
4 preclude DTSC from exercising its authority under any law, statute or regulation.
5 Furthermore, nothing in the Consent Decree is intended, nor shall it be construed, to
6 preclude any other state agency, department, board or entity or any federal entity
7 from exercising its authority under any law, statute or regulation.

8 28. Claims Against Other Persons. DTSC reserves, and this Consent Decree
9 is without prejudice to, all rights, claims, and causes of action DTSC may have
10 against any person other than Settling Defendants and Related Persons. Nothing in
11 this Consent Decree is intended to be nor shall it be construed as a release, covenant
12 not to sue, or compromise of any claim or cause of action, which DTSC may have
13 against any person or other entity that is not a Settling Defendant or a Related
14 Person.

15 29. Unknown Conditions/New Information. Notwithstanding any other
16 provision in the Consent Decree, DTSC reserves, and this Consent Decree is
17 without prejudice to, the right to institute proceedings in this action or in a new
18 action, and/or to issue an administrative order seeking to compel Settling
19 Defendants to perform response activities at the Site and/or to pay DTSC for
20 additional Response Costs, if:

21 (a) conditions previously unknown to DTSC, for which Settling Defendants
22 are liable under any statute or law, are discovered at the Site after the entry of the
23 Consent Decree, and these conditions indicate that a hazardous substance has been
24 or is being released at the Site or there is a threat of such release into the
25 environment and that the response performed at the Site is not protective of human
26 health and the environment (“Unknown Conditions”), or
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1 (b) DTSC receives information after the entry of the Consent Decree that was
2 not available to DTSC at the time the Consent Decree was entered, concerning
3 matters for which Settling Defendants are liable, and that information results in a
4 determination that the response performed at the Site is not protective of human
5 health and the environment (“New Information”).

6 (c) For the purpose of this Consent Decree, no contamination identified in the
7 RAP or indicated by any of the testing, data or other information regarding the Site
8 submitted to or possessed by DTSC as of December 19, 2016 shall be considered
9 an Unknown Condition or New Information.

10 **VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

11 30. Settling Defendants covenant not to sue, and agree not to assert any
12 claims or causes of action against DTSC or any DTSC contractors or employees
13 that arise out of the transaction or occurrence that is the subject matter of the
14 Complaint, or for any injuries, losses, costs, or damages caused or incurred as a
15 result of the performance of the requirements of this Consent Decree or the DTSC’s
16 response actions at the Site.

17 31. This Section VIII (Covenant Not to Sue by Settling Defendants) does not
18 pertain to any matters other than those specifically addressed in this Consent
19 Decree, applies only to DTSC and does not extend to any other department, agency,
20 board or body of the State of California. The Settling Defendants reserve, and this
21 Consent Decree is without prejudice to, all rights against DTSC with respect to all
22 other matters not expressly included within the scope of this Consent Decree.

23 32. In any legal proceedings that DTSC may initiate against Settling
24 Defendants for non-compliance with this Consent Decree Settling Defendants may
25 raise any and all defenses that Settling Defendants deem to be relevant to the issue
26 of whether or not they have complied with the terms of this Consent Decree.

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1 **IX. EFFECT OF SETTLEMENT AND CONTRIBUTION PROTECTION**

2 33. With regard to claims for contribution against Settling Defendants for
3 “Matters Addressed” in this Consent Decree, the Parties agree, and the Court finds
4 as follows:

5 a. This Consent Decree constitutes a judicially approved
6 settlement within the meaning of CERCLA section 113(f)(2), 42 U.S.C.
7 § 9613(f)(2).

8 b. This Consent Decree requires that Settling Defendants pay
9 certain costs with respect to their alleged liability at the Site.

10 c. Settling Defendants and Related Persons are entitled to the
11 contribution protection provided by CERCLA section 113(f)(2), 42 U.S.C.
12 § 9613(f)(2), and by state statutory and common law for the “Matters
13 Addressed” in this Consent Decree, except for actions and claims identified
14 in Section VIII (DTSC’s Reservation of Rights).

15 34. “Matters Addressed”. The “Matters Addressed” in this Consent Decree
16 are all response actions taken or to be taken and all Response Costs incurred or to
17 be incurred, at or in connection with the Site by DTSC.

18 35. The protection provided for in this Section X is conditioned upon
19 compliance by Settling Defendants with their obligations under Paragraphs 21
20 through 22 of this Consent Decree.

21 36. Nothing in this Consent Decree limits or impairs the right of DTSC to
22 pursue any person other than a Settling Defendant or a Related Person for
23 unrecovered Response Costs incurred by DTSC.

24 37. The Court shall retain jurisdiction over this matter for the purpose of
25 interpreting and enforcing the terms of this Consent Decree if necessary.

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1 **X. NOTIFICATION**

2 38. Notification to or communication among the Parties as required or
3 provided for in this Consent Decree shall be addressed as follows:

4 For DTSC:

5 Safouh Sayed, Project Manager
6 Cypress Cleanup Program
7 California Department of Toxic Substances Control
8 Corporate Avenue
9 Cypress, CA 91311-6505

10 Robert Sullivan
11 California Department of Toxic Substances Control
12 Office of Legal Counsel, MS-23A
13 P.O. Box 806
14 Sacramento, CA 95812-0806

15 For Settling Defendants:

16 Nicholas W. van Aelstyn
17 Beveridge & Diamond, P.C.
18 456 Montgomery St Suite 1800,
19 San Francisco, CA 94104
20 NvanAelstyn@bdlaw.com

21 **XI. GENERAL PROVISIONS**

22 39. Parties Bound. This Consent Decree shall apply to, be binding upon, and
23 inure to the benefit of the Parties and their representatives, successors, heirs,
24 legatees, and assigns.

25 40. No Rights in Other Parties. Except as provided in Paragraph 39
26 regarding parties bound, nothing in this Consent Decree shall be construed to create
27 any rights in, or grant any cause of action to, any person not a Party to this Consent
28 Decree or a Related Person.

 41. No Waiver of Enforcement. The failure of DTSC to enforce any
provision of this Consent Decree shall in no way be deemed a waiver of such
provision or in any way affect the validity of this Consent Decree. The failure of
DTSC to enforce any such provision shall not preclude it from later enforcing the
same or any other provision of this Consent Decree.

1 42. Attorneys' Fees. Except as expressly provided in this Consent Decree,
2 the Parties will not seek to recover attorneys' fees and/or litigation costs against
3 each other.

4 43. Final Agreement. This Consent Decree constitutes the final, complete
5 and exclusive agreement and understanding between the Parties with respect to the
6 settlement embodied in this Consent Decree.

7 44. Modifications. This Consent Decree may be modified only upon written
8 approval of the Parties and with the consent of the Court.

9 45. Signatories. Each signatory to this Consent Decree certifies that he or
10 she is fully authorized by the Party he or she represents to enter into the terms and
11 conditions of this Consent Decree, to execute it on behalf of the Party represented,
12 and to legally bind that Party to all the terms and conditions of this Consent Decree.

13 46. Counterparts. This Consent Decree may be executed in two or more
14 counterparts, each of which shall be deemed an original, but all of which together
15 shall constitute one and the same instrument.

16 47. Agent. Settling Defendants have appointed and authorized the agents
17 identified in Paragraph 38 to this Consent Decree to receive notices with respect to
18 all matters arising under or relating to this Consent Decree.

19 **XII. ENTRY OF THE CONSENT DECREE**

20 48. This Consent Decree shall be lodged with the Court for a period of not
21 less than thirty (30) calendar days. The Consent Decree also is subject to a public
22 comment period of not less than thirty (30) calendar days. DTSC may modify or
23 withdraw its consent to this Consent Decree if comments received during the public
24 comment period disclose facts or considerations that indicate that this Consent
25 Decree is inappropriate, improper or inadequate. Settling Defendants consent to the
26 entry of this Consent Decree without further notice.

1 49. If, for any reason, the Court declines to approve this Consent Decree in
2 the form presented, this Consent Decree is voidable at the sole discretion of any
3 Party and the terms of the Consent Decree may not be used as evidence in any
4 litigation between the Parties.

5 50. Upon entry of this Consent Decree by the Court, this Consent Decree
6 shall constitute the final judgment between DTSC and Settling Defendants. The
7 Court finds that there is no just reason for delay and therefore enters this judgment
8 as a final judgment under Fed. R. Civ. P. 54 and 58.

9
10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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12 Dated: August 10, 2017



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14 _____
United States District Judge

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16 Party Signatures on pages to follow
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APPROVED AS TO FORM AND CONTENT:

Dated: January 26, 2017

/s/ James Potter
James Potter
Deputy Attorney General
Attorney for DTSC

Dated:

Nicholas W. van Aelstyn
Attorney for Settling Defendants

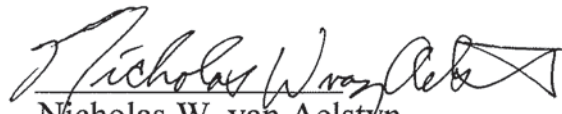
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APPROVED AS TO FORM AND CONTENT:

Dated:

James Potter
Deputy Attorney General
Attorney for DTSC

Dated: 1/26/2017


Nicholas W. van Aelstyn
Attorney for Settling Defendants

CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND
TOXIC SUBSTANCES CONTROL

DATE:

January 27, 2017

By:

SIGNATURE

John E. Scandura

NAME (printed or typed)

Branch Chief

TITLE (printed or typed)

1 ALPHA THERAPEUTIC CORPORATION

2
3 DATE: 1/30/17

4 By: 

SIGNATURE

5 NICHOLAS J. OLIVA
6 NAME (printed or typed)

7 SECRETARY
8 TITLE (printed or typed)

9
10
11
12
13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Name: _____

15 Title: _____

16 Company: _____

17 Address: _____

18 _____

19 Phone: _____

20 email: _____

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1 AOC, LLC
2

3 DATE: 1/26/17
4

By: Matthew M. Watkins
5

SIGNATURE

6 Matthew M. Watkins
7 NAME (printed or typed)

8 Executive Vice President
9 TITLE (printed or typed)

10
11
12
13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Name: Nicholas W. van Aelstyn
15

16 Title: Attorney For AOC, LLC

17 Company: Beverage & Diamond, P.C.

18 Address: 456 Montgomery St., Suite 1800
19 San Francisco, CA 94104

20 Phone: (415) 262-4008

21 email: NvanAelstyn@bdlaw.com
22
23
24
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1 CAMBRO MANUFACTURING COMPANY

2
3 DATE: 1/26/17

4 By: 

SIGNATURE

5 David A. Capestro

6 NAME (printed or typed)

7 CFO

8 TITLE (printed or typed)

9
10
11
12
13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Name: David Capestro

15 Title: CFO

16 Company: Cambro Manufacturing Company

17 Address: 5801 SkyLab Road

18 Huntington Beach CA 92647

19 Phone: (714) 230-4364

20 email: Dcapestro@cambro.com

21
22
23
24
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1 CATALINA YACHTS, INC.

2
3 DATE: 1-31-2017

4 By: Gerard Douglas
SIGNATURE

5
6 GERARD DOUGLAS
NAME (printed or typed)

7
8 V.P. CATALINA YACHTS
9 TITLE (printed or typed)

10
11
12
13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Name: _____

15 Title: _____

16 Company: _____

17 Address: _____

18
19
20 Phone: _____

21 email: _____
22
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1 GRUBER SYSTEMS, INC.

2
3 DATE: 1/26/2017

4 By: 

SIGNATURE

5
6 JOHN D. ITOSKINSON
NAME (printed or typed)

7
8 CHAIRMAN, CEO
9 TITLE (printed or typed)
GRUBER SYSTEMS INC.

10
11
12
13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Name: _____

15 Title: _____

16 Company: _____

17 Address: _____

18 _____

19 Phone: _____

20 email: _____

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1 HARRINGTON INDUSTRIAL PLASTICS LLC

2
3 DATE:

12/26/17

By: 

SIGNATURE

4
5
6 John R Rooney
NAME (printed or typed)

7
8 VP CFO
TITLE (printed or typed)

9
10
11
12
13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Name:

John R Rooney

15 Title:

VP CFO

16 Company:

Harrington Industrial Plastics LLC

17 Address:

14130 Yorba Ave

Chino, CA 91710

18 Phone:

(909) 597-8641

19 email:

jrooney@hipco.com

1 HYDRO SYSTEMS, INC.
2

3 DATE: 1-30-17
4

By: 

SIGNATURE

5 Kevin Steinhardt
6 NAME (printed or typed)
7

8 Vice President
9 TITLE (printed or typed)
10

11
12
13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Name: Scott Steinhardt

15 Title: President

16 Company: Hydro Systems Inc

17 Address: 29132 Avenue Paine,

18 Valencia CA 91355
19

20 Phone: 661 775 - 0686

21 email: Scott@hydrosystem.com
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1 JBI LLC

2
3 DATE: 1-25-2017

4 By:

SIGNATURE

5 Michael Buckender

6 NAME (printed or typed)

7 CO-CEO, JBI LLC

8 TITLE (printed or typed)

9
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12
13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Name: _____

15 Title: _____

16 Company: _____

17 Address: _____

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19 Phone: _____

20 email: _____

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1 PARK INTERNATIONAL CORPORATION

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3
4 DATE: January 27, 2016

By Alex Woodward
SIGNATURE

5
6 ALEX WOODARD

7 NAME (printed or typed)

8 Vice President

9 TITLE (printed or typed)

10
11
12
13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Name: NORMAN RASMUSSEN

15 Title: ATTORNEY

16 Company: LAW OFFICES OF NORMAN RASMUSSEN

17 Address: 11 GILDEN SECRET, SUITE 400

18 LAKE PEACE, GA 30902

19 Phone: (562) 436-9631

20 email: NORMAN_RASMUSSEN@att.net

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TO: NORMAN RASMUSSEN
FAX: 562-436-1467
Re: DAVIS CHRONICAL AGREEMENT

1 RESINART CORPORATION

2
3 DATE: 1-26-17

By: 

SIGNATURE

4
5
6 GARY HECKER
NAME (printed or typed)

7
8 NONE
TITLE (printed or typed)

9
10
11
12
13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Name: _____

15 Title: _____

16 Company: _____

17 Address: _____

18
19
20 Phone: _____

21 email: _____

SILVESTRI STUDIO, INC.

DATE: January 26, 2017

By: E. Hamlin
SIGNATURE

E. ALAIN LEVI
NAME (printed or typed)

CEO
TITLE (printed or typed)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: TOM REISTETTER

Title: PRESIDENT

Company: SILVESTRI STUDIO, INC

Address: 8125 BEACH ST.

LOS ANGELES, CAL. 90001

Phone: 323-277-4420 or 323-893-6681

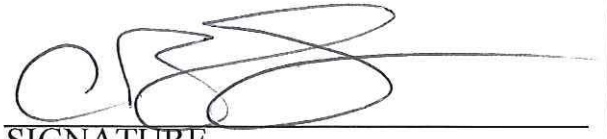
email: TREISTETTER@ME.COM

TE CONNECTIVITY CORPORATION

DATE:

1/26/17

By:


SIGNATURE

Carl Schultz
NAME (printed or typed)

Sr. Council, Sr. Director
TITLE (printed or typed)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name:

Carl Schultz

Title:

Sr Council, Sr Director

Company:

TE Connectivity

Address:

2800 Fulling Mill Rd
Middle town, PA 17057

Phone:

717- 986- 7937

email:

Carl.schultz@te.com

THREE BOND INTERNATIONAL, INC.

DATE: 01/29/2017

By: Jeffrey P. Speed
SIGNATURE

JEFFREY P. SPEED
NAME (printed or typed)

PRESIDENT
TITLE (printed or typed)

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: JEFFREY P. SPEED

Title: PRESIDENT

Company: THREE BOND INTERNATIONAL, INC.

Address: 6184 SCHUMACHER PARK DRIVE
WEST CHESTER, OH 45069

Phone: 513-759-8772

email: JSPEED@THREEBOND.COM

1 WATKINS MANUFACTURING CORPORATION

2
3 DATE: 1/26/17

By: Scott Halpert
SIGNATURE

5 Scott Halpert
6 NAME (printed or typed)

7
8 Senior Corporate Counsel
9 TITLE (printed or typed)

10
11
12 Agent Authorized to Accept Service on Behalf of Above-signed Party:

13 Name: Scott Halpert

14 Title: Senior Corporate Counsel

15 Company: Masco Corporation

16 Address: 21001 Van Born Rd

17 Taylor, MI 48180

18 Phone: (313) 792-6641

19 email: Scott_halpert@mascohg.com

Exhibit A

Settling Defendants and Related Persons

1. Settling Defendant Alpha Therapeutic Corporation, including all of its directors, officers, predecessors, successors and assigns
2. Settling Defendant AOC, LLC, including all of its predecessors, directors, officers, successors and assigns
3. Settling Defendant Cambro Manufacturing Company, including all of its directors, officers, predecessors, successors and assigns
4. Settling Defendant Catalina Yachts, Inc., including all of its directors, officers, predecessors, successors and assigns
5. Settling Defendant Gruber Systems, Inc., including all of its directors, officers, predecessors, successors and assigns
6. Settling Defendant Harrington Industrial Plastics LLC, a Delaware LLC (f/k/a Harrington Industrial Plastics Inc., a California Corporation), including all of its directors, officers, predecessors, successors and assigns
7. Settling Defendant Hydro Systems, Inc., including all of its directors, officers, predecessors, successors and assigns
8. Settling Defendant JBI LLC (a/k/a JBI; JBI Inc.; JBI Industries; JB Industries; Jay Buchbinder Industries; J Buchbinder Industries, and; Buchbinder LLC (d/b/a JBI LLC in CA), including all of its directors, officers, predecessors, successors and assigns
9. Settling Defendant Park International Corporation, including all of its directors, officers, predecessors, successors and assigns
10. Settling Defendant Resinart Corporation, including former principals Gary Uecker, Gene Chandler, Bryan Uecker and Allison Uecker, and current

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owners Mark Foster and Bob Nash, and all of its and their directors, officers, predecessors, successors, heirs, and assigns

11. Settling Defendant Silvestri Studio, Inc. (d/b/a Silvestri California), including all of its directors, officers, predecessors, successors and assigns

12. Settling Defendant TE Connectivity Corporation (successor to Kilovac Corporation), including all of its directors, officers, predecessors, successors and assigns

13. Settling Defendant Three Bond International, Inc., including all of its directors, officers, predecessors, successors and assigns

14. Settling Defendant Watkins Manufacturing Corporation, including all of its directors, officers, predecessors, successors and assigns